



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**
001350
Amendment 1

July 20, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SECURITY SERVICES – PARK-AND-RIDE LOTS
SUPERVISORIAL DISTRICTS 1, 3, AND 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this service continues to be more economically performed by an independent contractor than by County employees.
2. Approve amending Contract No. 001350 with International Services, Inc., for Security Services – Park-and-Ride Lots to enable this contract to continue on a month-to-month basis for up to 12 months starting September 1, 2006, while Public Works completes the solicitation process for a replacement contract.
3. Authorize Public Works to encumber monthly up to \$15,250 for this contract with an annual sum not to exceed \$183,000.
4. Delegate authority to the Director of Public Works to annually expend up to 25 percent of the annual contract sum for unforeseen additional work within the scope of the contract, if required.
5. Instruct the Mayor to execute the amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 8, 2003, your Board approved Contract No. 001350 with International Services, Inc., for security services. The contract was for an initial one-year period with two 1-year renewal options, beginning September 1, 2003. The contract is currently in the second and final renewal option year, which is scheduled to expire on August 31, 2006. The purpose of this action is to continue these security services on a month-to-month basis starting September 1, 2006, for up to 12 months while Public Works completes the solicitation process for a replacement contract. When proposals have been received and evaluated, Public Works will recommend contract award for continued provision of these security services.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Organizational Effectiveness. This amendment will continue to utilize the contractor's expertise to effectively provide these security services in a timely and effective manner as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The monthly cost for the services at the contracted hourly rate of \$12.30 per guard at the Via Verde lot, and the hourly rate of \$12.81 per guard at the Acton, Fairplex, and Ventura lots is \$15,250 with an annual sum not to exceed \$183,000 with 25 percent for unforeseen additional work within the scope of the contract. The increased monthly rate of these services is due to higher fuel rates paid by the employees and insurance fees as compared to the first year of the contract in 2003. This cost increase will be reflected in an increase to employee wages. There will be no impact on net County costs. Financing for this contract's first ten months of services is included in Public Works' 2006-07 Transit Enterprise Fund. Funding for the final two months of the contract is expected to be appropriated in Public Works' Proposed 2007-08 Transit Enterprise Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The amendment has been executed by the contractor and approved as to form by County Counsel. Based on the cost calculations using methodology approved by the Auditor-Controller, Public Works has determined that these services continue to be more economically performed by an independent contractor than by County employees.

The Honorable Board of Supervisors
July 20, 2006
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this amendment will allow the current contracted services to continue until a new contract is approved.

CONCLUSION

Enclosed are three copies of the amendment. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

LG
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Enc. 3

cc: Chief Administrative Office
County Counsel

AMENDMENT 1 TO CONTRACT NO. 001350
SECURITY SERVICES – PARK-AND-RIDE LOTS

THIS AMENDMENT, is made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and INTERNATIONAL SERVICES, INC., a corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 001350 (hereinafter referred to as the Contract) was entered into between the COUNTY and the CONTRACTOR on September 1, 2003, for Security Services – Park-and-Ride Lots; and

WHEREAS, in accordance with the Contract's Part II, Service Contract General Requirements, Section 3.G, Changes and Amendments of Terms, the COUNTY desires that the CONTRACTOR continue providing monthly security services at the park-and-ride lots; and

WHEREAS, the CONTRACTOR desires to provide the additional services at the new billing hourly rate of \$12.30 per guard at the Via Verde lot and new billing hourly rate of \$12.81 per guard at the Acton, Fairplex, and Ventura lots.

WHEREAS, the CONTRACTOR agrees to pay its security guards an increased hourly rate of 2.5 percent of the current hourly rates to reflect the increase of new billing hourly rates to provide services to the COUNTY.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that the Contract between them shall be amended as follows:

FIRST: Part I, Section 2, of the Contract Specifications and Conditions is hereby amended and modified to extend the expiration of the term of the Contract on a month-to-month basis for a period of up to 12 months, beginning September 1, 2006, subject to the following:

The CONTRACTOR shall provide continuous performance under this Contract from month to month, commencing on September 1, 2006, up to the maximum period of one year, through and including August 31, 2007, provided; however, the COUNTY may terminate this Contract, effective as of the last day of any month, by providing written notice of nonrenewal to the CONTRACTOR at least ten days before the last day of that month.

SECOND: The COUNTY agrees to pay \$15,250 per month to the CONTRACTOR for continued services, on a month-to-month basis, increasing the total annual maximum sum for this Contract from \$180,000 to \$183,000.

THIRD: This AMENDMENT will become effective on September 1, 2006.

FOURTH: The following has been added to Part II, Section 3.U, Contractor Responsibility and Debarment:

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts, which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent, if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

The COUNTY may debar a CONTRACTOR if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act or omission that negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the COUNTY, any other public entity, a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice that negatively reflects on same; (3) committed an act or offense, which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment

or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment, if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to subcontractors of the CONTRACTOR.

FIFTH: Part III, Section C, Assignment has been revised to read as follows:

The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims that the CONTRACTOR may have against the COUNTY.

Shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the COUNTY in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the

SIXTH: All other terms, requirements, specifications, conditions, and prices of the Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

INTERNATIONAL SERVICES, INC.

By _____
Its President

Sam Karawia
Type or Print Name

By _____
Its Secretary

Sam Karawia
Type or Print Name

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>CALIFORNIA</u> County of <u>LOS ANGELES</u> } On <u>JULY 17, 2006</u> before me <u>Margarita Melgoza</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small> personally appeared <u>OUSAMA KARAWIA</u> <small>NAME(S) OF SIGNER(S)</small> <input checked="" type="checkbox"/> personally known to me -OR- <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. Witness my hand and official seal: <div style="display: flex; align-items: center; margin-top: 10px;"> <div style="flex: 1;"> <small>SIGNATURE OF NOTARY</small> </div> <div style="flex: 1; text-align: center;"> </div> </div> </p>	<p>CAPACITY CLAIMED BY SIGNER(S) <input checked="" type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE OFFICER(S) _____, AND _____ <input type="checkbox"/> PARTNER(S) <small>TITLE(S)</small> <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____ SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) _____ _____ _____ </p>		
<p><small>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.</small></p> <table style="width: 100%;"> <tr> <td style="width: 25%; vertical-align: top;"> <p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p> </td> <td style="width: 75%;"> <p>Title or Type of Document <u>AMENDMENT 1 TO CONTRACT NO. 001350</u> Number of Pages <u>1-5</u> Date of Document <u>7/17/06</u> Signer(s) Other Than Named Above <u>N/A</u></p> </td> </tr> </table>		<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document <u>AMENDMENT 1 TO CONTRACT NO. 001350</u> Number of Pages <u>1-5</u> Date of Document <u>7/17/06</u> Signer(s) Other Than Named Above <u>N/A</u></p>
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